

**OKLAHOMA REAL ESTATE COMMISSION**  
*This is a legally binding Contract; if not understood, seek advice from an attorney.*  
**ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES**

Prior to entering into a Contract of Sale of Real Estate for the Property described as: \_\_\_\_\_

the following items (as applicable) have been disclosed and/or delivered and hereby confirmed:

Buyer acknowledges and confirms that the Broker providing brokerage services to the Buyer has described and disclosed their duties and responsibilities to the Buyer prior to the Buyer signing this Contract.

(Applicable for in-house transactions only) Buyer acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Buyer acknowledges receipt of Residential Property Condition Disclosure or Disclaimer Form (as applicable to residential real property improved with not less than one nor more than two dwelling units) pursuant to Title 60 O.S., Section 831-839:

- Buyer has received a Residential Property Condition Disclosure Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
- Buyer has received a Residential Property Condition Disclaimer Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
- This transaction is exempt from disclosure requirements pursuant to Title 60, O.S., Section 838.
- Disclosure not required under the Residential Property Condition Disclosure Act.

Buyer acknowledges receipt of Lead-Based Paint/Hazards Disclosures with Appropriate Acknowledgment (if property constructed before 1978)

- Buyer has signed the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form, which has been signed and dated by Seller and applicable Licensee(s), and has also received a copy of the Lead-Based Paint Pamphlet titled "Protect Your Family From Lead in Your Home."
- Property was constructed in 1978 or thereafter and is exempt from this disclosure.
- The subject of this transaction is not a residential dwelling and does not require a disclosure on Lead-Based Paint/Hazards.

Buyer acknowledges and confirms the above and further, Buyer acknowledges receipt of Estimate of Costs associated with this transaction and acknowledges that a Contract Information Booklet has been made available to the Buyer in print, or at [www.orec.ok.gov](http://www.orec.ok.gov).

Buyer Name (Printed): \_\_\_\_\_ Buyer Name (Printed): \_\_\_\_\_

Buyer Signature: \_\_\_\_\_ Buyer Signature: \_\_\_\_\_

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

Seller acknowledges and confirms that the Broker providing brokerage services to the Seller has described and disclosed their duties and responsibilities to the Seller prior to the Seller signing this Contract.

(Applicable for in-house transactions only) Seller acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Seller further acknowledges receipt of Estimate of Costs associated with this transaction and that a Contract Information Booklet has been made available to the Seller in print, or at [www.orec.ok.gov](http://www.orec.ok.gov).

Seller Name (Printed): Don O. Lavicky Seller Name (Printed): Deborah Marshall

Seller Signature: Don O. Lavicky Seller Signature: Deborah Marshall

Dated: 8-28-24 Dated: 8-28-24

**Seller** Desiree A. Highberger

**DATE** 8-28-24

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

>> (ii) DoJ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

>> (ii) DoL Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

>> (d) DoJ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

>> (ii) DoJ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) TDL Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Don D. Javichy</u>	<u>8-28-24</u>	<u>Deborah Marshall</u>	<u>8-28-24</u>
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
Troy D. Lippard			
_____	_____	_____	_____
Agent	Date	Agent	Date

Seller Desirée A. Hightower 8-28-24

## SQUARE FOOTAGE DISCLOSURE

This disclosure is made to Buyer and Seller improved residential real estate. Check applicable boxes below.

Property Address: \_\_\_\_\_

### 1. Licensee Measurement

Listing Licensee  Has  Has Not measured the square footage of the residence according to the following standard, methodology or manner:

<input type="checkbox"/> Standard/Methodology/Manner	<u>Date Measured</u>	<u>Square Footage</u>
<input type="checkbox"/> Exterior measurement	_____	_____
<input type="checkbox"/> FHA	_____	_____
<input type="checkbox"/> ANSI	_____	_____
<input type="checkbox"/> Local standard	_____	_____
<input type="checkbox"/> Other	_____	_____

### 2. Other Source of Measurement:

Listing Licensee  Is  Is Not providing information on square footage of the residence from another source(s) as indicated below:

<input type="checkbox"/> Source of Square Footage Information	<u>Date</u>	<u>Square Footage</u>
<input type="checkbox"/> Prior appraisal (Date of document)	_____	_____
<input type="checkbox"/> Building plans (Date of document)	_____	_____
<input checked="" type="checkbox"/> Assessor's office (Date obtained)	_____	_____
<input type="checkbox"/> Other	_____	_____

Measurement is for the purpose of marketing, may not be exact and is not for loan, valuation or other purpose. If exact square footage is a concern, the property should be independently measured.

Buyer and Seller are advised to verify this information. Any independent measurement or investigation should be completed on or before the Inspection Objection Deadline of the contract.

By Wesley Dotson 8-27-24  
 Listing Licensee Date

The undersigned acknowledge receipt of this disclosure.

Don D Javich 8-28-24 Deborah Marshall  
 Seller Date Seller Date

Buyer Date Buyer Date

Seller Desire A. Highleng

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- Buyer Brokerage Agreement, Listing Brokerage Agreement, Option Agreement, Sales Agreement, Exchange Agreement, Other

1. Duties and Responsibilities. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- A. treat all parties to the transaction with honesty and exercise reasonable skill and care;
B. unless specifically waived in writing by a party to the transaction:
1) receive all written offer and counteroffers;
2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and
3) present timely all written offers and counteroffers.
C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
E. timely account for all money and property received by the Broker;
F. keep confidential information received from a party or prospective party confidential.
G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 - 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction.

3. Broker providing fewer services. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on 27 day of August, 2024.

(Print Name) DON O. LAVICKY (Signature) Don O Lavicky

(Print Name) DEBORAH MARSHALL (Signature) Deborah Marshall

DESIREE HIGHBERGER Seller Desiree R. Highberger